



BURLINGTON NORTHERN

9371-A
RECORDED COPY FILED 1980

JAN 20 1980

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 298-2121

LAW DEPARTMENT

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

January 17, 1980

Dear Secretary:

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts of Agreement for Trust Group 2 dated December 1, 1979, supplementing the following equipment trust agreement.

A general description of the equipment covered by the enclosed Agreement is as follows: 30' Wide Vision All Steel Caboose Cars, PACCAR Inc. Builder, bearing road Nos. FW&D 182-188, inclusive.

The equipment trust agreement which is supplemented pursuant to the terms of the enclosed agreement was recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, and assigned a recordation number as follows:

	<u>Date</u> <u>Recorded</u>	<u>Recordation</u> <u>Number</u>
Burlington Northern Inc. Railway Equipment Trust of 1978, Series 1	5-10-78	9371

The names and addresses of the parties to the agreement supplementing the above equipment trust are as follows:

First Trust Company of Saint Paul, Trustee, Lessor, 332 Minnesota Street, St. Paul, Minnesota 55101

Burlington Northern Inc., Lessee, the address of which is 176 East Fifth Street, St. Paul, Minnesota 55101

Also enclosed is a check in the amount of \$10.00 payable to you as Secretary of the Commission covering the cost of recording of the attached Agreement.

No. **0-023A024**
JAN 23 1980
Date _____
Fee \$ 10.00
ICC Washington, D. C.

Office of the Secretary
January 17, 1980
Page 2

Please stamp one counterpart with the recordation data of the Commission and return it to the bearer of this letter, Mrs. Carolyn H. Kunkel, Kunkel Transportation Services, Inc., 523 Pennsylvania Building, 435 - 13th Street, N.W., Washington, D.C. 20004.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Becker", written over the typed name.

James M. Becker
Assistant General Solicitor

JWB:grd:42

Enc.

9371-A
RECORDATION NO. _____ FILED 1125

Executed in 40 Counterparts of
JAN 28 1980 9 45 AM which this is Counterpart No. 16

INTERSTATE DEEDS & RECORDS

AGREEMENT FOR TRUST GROUP 2

AGREEMENT dated as of December 1, 1979, between
FIRST TRUST COMPANY OF SAINT PAUL, a corporation duly organized and existing under the laws of the State of Minnesota, as Trustee (hereinafter called the "Trustee"), and
BURLINGTON NORTHERN INC., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "Company").

WHEREAS, the Trustee and the Company have entered into the Equipment Trust Agreements and supplements thereto described in Schedule A attached hereto (hereinafter collectively called "Trust Agreements"); and

WHEREAS, in compliance with the Trust Agreements funds have been deposited by the Company with the Trustee for equipment, previously declared destroyed by the Company as described in Schedule B attached hereto (said destroyed equipment being hereinafter called "Destroyed Equipment"); and

WHEREAS, the Company desires to purchase the equipment described in Schedule C attached hereto (hereinafter called "Replacement Equipment") as provided in the Trust Agreements:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. Title to the Destroyed Equipment is hereby assigned and transferred to the Company by the Trustee and is no longer subject to the terms and conditions of the Trust Agreements.

2. The Replacement Equipment is hereby subjected to the terms and conditions of the Trust Agreements as finally listed in Schedule A hereto after the amendment, if any, referred to in the last sentence of this paragraph 2. Upon delivery of an invoice, Bill of Sale and any other documentation required by the Trust Agreements for replacement of Destroyed Equipment the Trustee shall pay from the proceeds on deposit for Destroyed Equipment from the trusts in this Trust Group 2 such funds as may be necessary (to the extent proceeds are available under each trust) to pay the invoiced cost of each unit. Upon receipt of the Bill of Sale for the Replacement Equipment the Trustee shall receive title to that portion of the Replacement Equipment equal to the proportion of funds actually expended from each trust over the total cost of the Replacement Equipment (the Proportionate Interest"). After each unit of equipment subject to this Trust Group 2 has been delivered and paid for the Company will prepare an amendment to this Agreement amending the Schedules attached hereto to reflect the actual costs of the Replacement Equipment.

3. Upon maturity of each trust in Trust Group 2 the Trustee will convey title to the Company to its Proportionate Interest in the Replacement Equipment.

4. Each unit of Replacement Equipment shall bear the following ownership markings:

"Owned By a Bank or Trust Company Under
A Security Agreement filed under the
Interstate Commerce Act, Section 11303."

5. This Agreement will be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

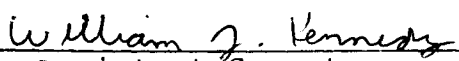
IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, duly attested, as of the day and year first above written.

FIRST TRUST COMPANY OF SAINT PAUL
as Trustee

(SEAL)

By 

ATTEST:


Assistant Secretary

BURLINGTON NORTHERN INC.

(SEAL)

By R. C. Burlington
Vice President and Treasurer

ATTEST:

G. F. Smith
Assistant Secretary

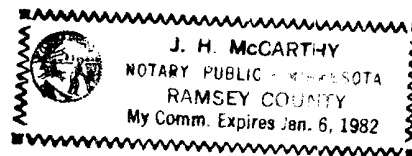
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this *21st* day of *December*, 1979, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn says that he is Vice President and Treasurer of BURLINGTON NORTHERN INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. H. McCarthy

Notary Public

(SEAL)

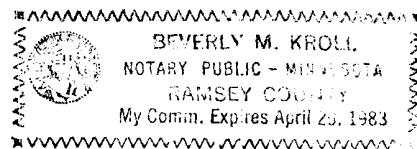


STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 24th day of December, 1979, before me personally appeared James A. Ehrenberg, to me personally known, who, being by me duly sworn, says that he is a ~~Senior~~ Vice President of FIRST TRUST COMPANY OF SAINT PAUL, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beverly M. Kroll
Notary Public

(SEAL)



SCHEDULE A

<u>Original Recordation</u>				<u>Supplemental Information</u>		
<u>Equipment Trust</u>	<u>Dated</u>	<u>Date ICC Recordation</u>	<u>Recordation Number</u>	<u>Dated</u>	<u>Date of ICC Recordation</u>	<u>Recordation Number</u>
Northern Pacific Railway Equipment Trust of 1969	4-24-69	4-25-69	5227	1-4-74	3-4-74	5227-F
				4-30-71	5-7-71	5227-C
				9-19-72	11-6-72	5227-D
				3-19-73	4-27-73	5227-E
				1-16-78	3-17-78	5227-G
				10-1-79	11-16-79	5227-H
Burlington Northern Inc. Railway Equipment Trust of 1972, Second Series	12-14-72	12-8-72	6823	3-19-73	4-27-73	6823-A
				8-1-74	9-18-74	6823-B
				3-1-76	4-7-76	6823-C
				1-16-78	3-17-78	6823-D
				10-1-79	11-16-79	6823-E
Burlington Northern Inc. Railway Equipment Trust of 1973, Series 3	9-1-73	8-10-73	7131	8-1-74	9-18-74	7131-A
				2-14-75	3-27-75	7131-B
				3-20-75	4-28-75	7131-C
				6-20-75	7-23-75	7131-D
				3-1-76	4-7-76	7131-E
				10-1-79	11-16-79	7131-G
Burlington Northern Inc. Railway Equipment Trust of 1974, Series 3	1-1-75	12-12-74	7739	10-1-79		
Burlington Northern Inc. Railway Equipment Trust of 1976, Series 3	8-1-76	7-19-76	8413	2-18-77	3-28-77	8413-A
				10-1-79	11-16-79	8413-B
Burlington Northern Inc. Railway Equipment Trust of 1978, Series 1	5-1-78	5-10-78	9371	10-1-79		9371-

SCHEDULE B
AVAILABLE DESTROYED EQUIPMENT BALANCES

<u>Equipment Trust Agreement</u>	<u>Available Destroyed Car Balance for Trust Group 2</u>
Northern Pacific Railway Equipment Trust of 1969	\$ 9,013.21
Burlington Northern Inc. Railway Equipment Trust of 1972, Second Series	108,835.70
Burlington Northern Inc. Railway Equipment Trust of 1973, Series 3	53,717.23
Burlington Northern Inc. Railway Equipment Trust of 1974, Series 3	130,474.31
Burlington Northern Inc. Railway Equipment Trust of 1976, Series 3	101,738.21
Burlington Northern Inc. Railway Equipment Trust of 1978, Series 1	33,721.34

SCHEDULE C
REPLACEMENT EQUIPMENT

<u>Car Description</u>	<u>Quantity</u>	<u>Car Numbers (incl.)</u>	<u>Estimated Unit Cost</u>	<u>Estimated Total Cost</u>
30' Wide Vision All Steel Caboose Cars	7	FW&D 182-188	\$62,500.00	\$437,500.00